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*Attorneys for Defendants*  
Crum & Forster Indemnity Company  
United States Fire Insurance Company

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

COPART INC.,

Plaintiff,

vs.

CRUM & FORSTER INDEMNITY  
COMPANY, UNITED STATES FIRE  
INSURANCE COMPANY, and DOES 1-10,  
Defendants.

Case No.: C 07-02684 CW

**[PROPOSED]**

**ORDER UPON STIPULATION  
DISMISSING DEFENDANT CRUM &  
FORSTER INDEMNITY COMPANY  
WITHOUT PREJUDICE**

**STIPULATIONS**

**A. By Defendants**

Defendants Crum & Forster Indemnity Company and United States Fire Insurance

Company stipulate to the following matters:

1. Plaintiff's complaint is an action upon a contract of insurance, No. 2441886561, with the policy period of October 1, 2005 to October 1, 2006.
2. The policy was issued by United States Fire Insurance Company.
3. United States Fire Insurance Company, a Delaware corporation, is the obligor and the only obligor on the policy.

4. Without conceding that plaintiff is entitled to the relief requested in the complaint or any other relief, United States Fire Insurance Company stipulates that it is a proper defendant and the only proper defendant to the plaintiff's action on the policy.

WHEREFORE, defendants request that Crum & Forster Indemnity Company be dismissed.

DATED: June 12, 2007

BULLIVANT HOUSER BAILEY PC

By Samuel H. Ruby  
Samuel H. Ruby

Attorneys for Defendants  
CRUM & FORSTER INDEMNITY COMPANY  
UNITED STATES FIRE INSURANCE COMPANY

**B. By Plaintiff**

Based upon the foregoing stipulations by defendants, plaintiff stipulates to an order dismissing Crum & Forster Indemnity Company, without prejudice.

DATED: June \_\_, 2007

PILLSBURY & LEVINSON, LLP

By Vedica Puri  
Vedica Puri

Attorneys for Plaintiff  
COPART INC.

**ORDER**

Based upon the foregoing stipulations of the parties, the Court hereby ORDERS that defendant Crum & Forster Indemnity Company is dismissed, without prejudice.

Dated: \_\_\_\_\_

United States District Court

6081174.1

1 4. Without conceding that plaintiff is entitled to the relief requested in the  
2 complaint or any other relief, United States Fire Insurance Company stipulates that it is a proper  
3 defendant and the only proper defendant to the plaintiff's action on the policy.

4 WHEREFORE, defendants request that Crum & Forster Indemnity Company be  
5 dismissed.

6 DATED: June \_\_, 2007

7 BULLIVANT HOUSER BAILEY PC

8  
9 By \_\_\_\_\_  
10 Samuel H. Ruby

11 Attorneys for Defendants  
12 CRUM & FORSTER INDEMNITY COMPANY  
UNITED STATES FIRE INSURANCE COMPANY

13 **B. By Plaintiff**

14 Based upon the foregoing stipulations by defendants, plaintiff stipulates to an order  
15 dismissing Crum & Forster Indemnity Company, without prejudice.

16 DATED: June \_\_, 2007

17 PILLSBURY & LEVINSON, LLP

18  
19 By  \_\_\_\_\_  
Vedica Puri

20 Attorneys for Plaintiff  
21 COPART INC.

22 **ORDER**

23 Based upon the foregoing stipulations of the parties, the Court hereby ORDERS that  
24 defendant Crum & Forster Indemnity Company is dismissed, without prejudice.

25  
26 Dated: \_\_\_\_\_

27 United States District Court

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